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**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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<b>In re</b>	:	<b>Chapter 11 Case No.</b>
	:	
<b>Delphi Corp., et al.,</b>	:	<b>05-44481 (RDD)</b>
	:	
	:	<b>(Jointly Administered)</b>
<b>Debtors.</b>	:	
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**CURE CLAIM OF LEXINGTON RUBBER GROUP, INC.**

Lexington Rubber Group, Inc. ("Lexington") files this cure claim (the "Cure Claim") pursuant to Section 8.2 of the First Amended Joint Plan of Reorganization of Delphi Corporation and certain of its affiliates that are debtors and debtors in possession in the above-referenced cases (collectively, the "Debtors"), dated December 10, 2007 (the "Plan"), and the Order of this Court, dated January 25, 2008, confirming the Plan (the "Confirmation Order"), and respectfully represents:

1. Lexington and one or more of the Debtors are parties to certain contracts and purchase orders (collectively, the "Contracts"), pursuant to which Lexington supplies the Debtors with various materials that are directly incorporated into the Debtors' products. Although Lexington believes that the Contracts fall within the definition of Material Supply

Agreements,<sup>1</sup> and therefore, a proposed notice of cure amount should have been provided by the Debtors to Lexington with respect to such Contracts (but was not),<sup>2</sup> Lexington files this Cure Claim as a precaution and out of an abundance of caution to preserve its rights.

2. Pursuant to section 365(b) of the Bankruptcy Code, the Plan, and the Confirmation Order, the Debtors must cure all defaults under the Contracts before assuming them. The defaults under the Contracts are evidenced by the three proofs of claims (Proofs of Claims Nos. 119254, 11925, and 12151) filed by Lexington in the Debtors' chapter 11 cases for unpaid amounts for goods delivered to the Debtors pursuant to the Contracts (collectively, "Claims").<sup>3</sup> Pursuant to the order entered by this Court on October 25, 2007, regarding the Debtors' twenty-first omnibus claims objection [Docket No. 10728], the Claims were modified as follows (collectively, the "Modified Claims"):

- (a) Claim No. 11924 – Modified Total: \$80,802.00
- (b) Claim No. 11925 – Modified Total: \$239,762.56
- (c) Claim No. 12151 – Modified Total: \$39,435.44

Total: \$360,000.00

3. Based upon the foregoing, the Debtors must cure the defaults under the Contracts by payment in cash in the aggregate amount of \$360,000 (the "Cure Amount") prior to the assumption of the Contracts. Absent payment of the Cure Amount, the Debtors cannot assume the Contracts.

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<sup>1</sup> All capitalized terms not defined herein shall have the meaning ascribed to such term in the Plan.

<sup>2</sup> As of the date hereof, Lexington has not received from the Debtors any notice of proposed cure with respect to the Contracts.

<sup>3</sup> Lexington has provided to Debtors' counsel copies of the Contracts and will provide any other relevant information that may be requested by Debtors' counsel with respect to the Cure Claim.

4. Lexington reserves its right to amend, modify, or supplement this Cure  
Claim.

Dated: New York, New York  
March 10, 2008

/s/ Christopher J. Marcus  
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